

RECOMMENDATION

AGENDA CATEGORY

- Approve
- Accept
- Deny
- Set Hearing Date
- For: \_\_\_\_\_
- Continue To: \_\_\_\_\_

- Hearing
- Report
- Contract
- Resolution
- Annexation
- Ordinance:
- Emergency \_\_\_\_\_
- 1st & 2nd \_\_\_\_\_
- Staff Report

Date: December 9, 1980

**FILED**  
**DEC 10 1980**  
**CITY CLERK'S OFFICE**  
**SPOKANE, WASH.**

TO: MAYOR AND CITY COUNCIL

- For Action
- For Information

Budget Account # \_\_\_\_\_

395-30-2

AGENDA WORDING

Proposed City-County Wastewater Management Agreement.

BACKGROUND

For several months the city staff has been negotiating with the County and the 201 Study Consultants to arrive at an acceptable City-County wastewater management agreement. A copy of the result is attached for Council's examination and comment. We propose to review this at the briefing of Dec. 15, providing you an opportunity to think it through for at least another week, with action coincidental with that of the County Commissioners' later in the month. The agreement itself is neither lengthy nor overly complicated, but I have provided also the attached summary.

This agreement will have a substantial impact on the future growth dynamics on the Spokane area. The wastewater management question is analogous to a jig-saw puzzle, as depicted on the attached picture. The 201 Study and the 208 Study have been completed for all practical purposes, and the Council recently took action on the sewer rate to assure the long-range fiscal strength of our utility. The other questions fit together roughly as depicted on the puzzle. The County faces critical questions on the priorities for sewer construction, the method of financing that sewer construction, the relationship between sewer construction and land use plans, the proposed Milwaukee Railroad right-of-way acquisition, and other questions. We will be in a position to assist the

FISCAL IMPACT

Notification necessary to Spokane Valley Advisory Council? Yes  No

ATTACHMENTS: (list)

TLN  
 Submitting Department  
 City Manager

[Signature]  
 Legal

COUNCIL ACTION OF DECEMBER 15, 1980:  
 That this matter be placed again for consideration on the Council's Agenda for Monday, December 22, 1980

[Signature]  
 CITY CLERK

\_\_\_\_\_  
 Manager (Finance, Admin., Engineering, or Planning)

\_\_\_\_\_  
 Finance

[Signature]  
 City Manager

FINAL DISPOSITION

APPROVED & ADOPTED BY  
 SPOKANE CITY COUNCIL:

DEC 22 1980

[Signature]  
 CITY CLERK

DISTRIBUTION DESIRED AFTER COUNCIL ACTION:

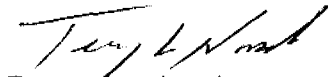
- Board of County Commissioners
- County Utility Engineer Wm. Dobratz
- City Mgr. - Engineering
- City Director of Public Utilities
- City Manager - Finance

Agenda Data Sheet  
Wastewater Management Agreement  
December 9, 1980

page 2

County and should take steps to establish a strong liaison with the County Commissioners on all these questions, since they have direct impact on the City of Spokane. In other words, this agreement opens up a major arena of city-county cooperation which will take an increasing amount of City Council attention.

Respectfully Submitted,



Terry L. Novak  
City Manager

jp

19  
13-2

CITY AND COUNTY WASTEWATER MANAGEMENT AGREEMENT

395-30-2

I. PARTIES.

A. This agreement is between the City of Spokane, hereinafter "City," and County of Spokane, hereinafter "County."

II. PURPOSE. The purpose of this agreement is to:

A. Provide for the collection and treatment of wastewater flows throughout Spokane County.

B. Establish criteria and guidelines to be followed for extending sewer service to unserved areas in the City and County in accordance with the Comprehensive Wastewater Management Plan developed by the City and County, the requirements of the Environmental Protection Agency and Department of Ecology for Facilities Plan, and the findings and goals of the 208 Water Quality Management Program.

C. Recognize the use of the existing City wastewater treatment plant and interceptor system as a regional facility service.

D. Expand the City Wastewater Utility Service Area beyond the existing City boundaries.

E. Define specific geographical areas of responsibility between the parties for development of service beyond the current system use.

F. Not alter current independent responsibilities for operation of existing facilities.

III. REPRESENTATIONS.

A. City

1. It has excessive capacity at the existing wastewater treatment plant, available for regional service.

2. It has capacity to provide now, and in the future, both dry weather sewage conveyance and treatment capacity up to a maximum of 10 MGD to provide for the first phase of the County's wastewater treatment capacity needs in accordance with the EPA/DOE approved CWMP.

3. The existing system and site is capable of being expanded to 66 MGD through a combination of facilities enlargement and/or reduction or elimination of stormwater inflow.

B. County

1. It is in imminent need of sewage conveyance and treatment capacity to serve the WWMA.

2. Its interest is based on the unincorporated areas of the Spokane County Wastewater Utility Service Area not identified as the City WWUSA

3. The County will not collect stormwater for treatment by the RWWTP.

#### IV. DEFINITIONS. (Partial Listing)

A. EPA/DOE approved Spokane County Comprehensive Wastewater Management Plan (CWMP) shall mean the plan developed by the City of Spokane and Spokane County in accordance with provisions of Section 201 of the Federal Clean Waters Act. The CWMP prepared by Economic & Engineering Services, Inc. fulfills the requirements of the Step I Facilities Planning Requirements of EPA and DOE, the state planning requirements for sewer utilities, as outlined in WAC 173, and the County Services Act Requirements, as outlined in RCW 36.94.

B. Spokane County Wastewater Management Area (WWMA) shall mean the area representing the urbanizing area of Spokane County, including and surrounding the City of Spokane. The WWMA includes the geographical area that may require an integration of public utility service to protect the area's water resources. The area is designated by the approved CWMP as the 201 planning area and coincides with the External Boundary of the Spokane County Coordinated Water System Plan as designated through the Public Water System Coordination Act.

C. Wastewater Utility Service Area (WWUSA) shall mean that area covered by a specific wastewater utility for the purpose of planning, constructing, operating and managing all public facilities or programs necessary to ensure the satisfactory disposal of wastewaters within its area. This shall include the responsibility for public sewers and the management of individual wastewater disposal systems. Nothing contained herein shall be construed to limit the City's power and authority to form local improvement districts based on the drainage area of the sewage system. The area enclosed within the bold border of Exhibit A is identified as and defines the City WWUSA.

D. MGD shall mean million gallons per day.

E. City Interceptor System shall mean those pipes and facilities necessary to convey sewage from the point of connection described in paragraph V. C. to RWWTP.

F. Sewage shall mean sanitary sewage only, consisting of domestic commercial and industrial wastewater which does not contain prohibited or as defined in the City side sewer ordinance nonstandard sewage as defined in the City of Spokane Sewer Code as hereafter adopted and passed by City.

G. Regional Wastewater Treatment Plant (RWWTP) shall mean the City's wastewater treatment plant located along the Spokane River.

H. Wastewater utility or sewer utility shall mean the administrative department whose sole purpose is to design, construct, and operate the facilities required to collect and treat sewage.

V. GENERAL RESPONSIBILITIES OF CITY AND COUNTY.

A. The County will be responsible for the design, financing, construction and operation of the publicly owned wastewater collection, conveyance and processing facilities necessary to deliver wastewater to the City interceptor system, except as hereafter provided.

B. The City and County shall have joint approval over design of equalization basins, related pumping equipment and metering, monitoring and controls and other incidental facilities necessary to integrate flows into the City interceptor system.

C. The County will deliver wastewater intercepted in their WWUSA to predetermined connection points on the City interceptor system. The initial connection points are identified in the approved CWMP. Future or alternative connection points will be based on system capacity.

D. The City will be responsible for conveying all wastewater from the predetermined points of connection to the RWWTP. The City will be responsible for the operation of the RWWTP as specified by NPDES permit requirements and other state or federal requirements.

E. A uniform program for pre-treatment requirements, exclusion of inflow and infiltration, control of strong waste criteria, a sewer use ordinance, an equitable sewer user charge distribution system shall be established in accordance with the NPDES permit and/or other applicable state or federal laws. Each utility will be responsible for implementing the requirements within their WWUSA. The City will be responsible for enforcement of the program and in the event the County fails or refuses to implement the requirements the City may implement same and bill for its services rendered. If the County fails to obtain EPA approval of its sewer use ordinance and an equitable sewer user charge distribution system the City's EPA approved ordinance and system shall be used.

F. The cost of operation and maintenance of the City sewer utility shall be based on the EPA approved sewer use ordinance and equitable sewer user charge distribution system. The cost of operation and maintenance of that portion of the City system providing service to the County WWUSA shall be identified and shall be the basis of the formula the City uses to develop the user charge for the County. Included in this cost should be all labor, materials, administrative, legal, engineering, and other necessary operational expense of the sewer utility.

G. City user charge schedule for the County Customer Class shall be submitted to the Utility Advisory Committee by July 1 of each year. The Advisory Committee shall review the proposed rate schedule and make appropriate recommendations to the two legislative boards within 30 days. The rate shall be effective on January 1 following adoption by the City.

If new charges are not submitted, the use charges for the preceding year shall remain in force and effect. Routine financial reports on expenses and revenues of City facilities shall be provided to the Board of County Commissioners through the Advisory Committee.

H. The County shall obtain an appropriate state wastewater discharge permit for all connections to the City system.

#### VI. CITY WASTEWATER FACILITY CAPACITY.

##### A. Existing Interceptor System.

1. The approved CWMP identifies the initial points of connection of City and County systems. Future points of connection will be identified by the City.

2. County will provide a schedule and projected wastewater flow for each point of connection to the City facilities. This schedule will be for five years and updated annually.

3. County wastewater flow will be intercepted and integrated into City WWUSA flow during low flow periods. Operational control of the flow from County shall be responsibility of the City.

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##### B. Existing Regional Wastewater Treatment Plan.

1. The City established the available dry weather flow (DWF) capacity of the existing RWWT as 44 MGD. The design of the interceptor and equalization basins in the County WWUSA will provide for retention of flows for release during dry periods of available conveyance and treatment capacity.

2. The City will reserve a maximum of 10 MGD to provide for the first phase of the County's wastewater treatment capacity needs in accordance with CWMP. The County will purchase this reserve capacity right.

##### C. Future Interceptor and Wastewater Treatment Plant Capacity.

1. Expansion of the City interceptor system and RWWT will be based on capacity deficiencies and will be expanded when required to meet the City and County projections of future flow contributions as provided for in Section VI A 2.

#### VII. USER CHARGE SYSTEM.

The County shall bear its reasonable and fair share of the interception and treatment of County sewage in the City's interception and treatment facilities based on the EPA approved sewer use ordinance and equitable sewer use charge distribution system.

County Class of Service rate schedule shall be based on an allocation of the cost of operating the City sewer utility proportionate to the County flows in facilities used to provide service to the County and allocated in accordance with the following formula:

COUNTY CLASS OF SERVICE USER CHARGE ELEMENTS

I. Operation and Maintenance

- a) Treatment Plant Expense (Proportionate to flow at  
RWWTWP headworks)
- b) City Interceptor Cost (Proportionate to flow at  
RWWTWP headworks)
- c) Equalization Basin Cost

II. Capital Facility Debt Service

- a) Reserve Capacity Acquisition (10 MGD - Plant &  
Interceptors)
- b) Future Capacity Expansion (As Determined)

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Proportionate flow between the City and County system will be determined by actual measurement of flow at the points of connection between the County's and the City's sewer system and allocated proportionately to the volume of flow at the RWWTWP headworks, adjusted by volume of storm water flow not subject to biological treatment. The ratio of average annual flow between the County contribution and the total average annual flow of the City system shall determine the allocation of cost in the County's user charge rate schedule unless provided for otherwise. Costs associated with strong waste shall be allocated in accordance with the City's sewer ordinances.

VIII. WASTEWATER UTILITY ADVISORY COMMITTEE.

A three-member committee consisting of one individual from the City, one from the County, and one private citizen selected by the other two, shall serve as an advisory board for reviewing the County customer class rate schedule and providing other coordination as requested by the City and the County.

IX. LIABILITY.

A. This agreement has no relation to any operations conducted by either party individually or as a joint venture with others.

Liability of the County for the City's operation shall be shared in proportion to volumetric flows, including the equalization basins, unless such operation is performed maliciously and in bad faith.

B. Costs attributed to liability for either party within the WWUSA shall be the sole responsibility of that party.

X. INSURANCE.

The City shall procure such insurance as it deems advisable to cover its facilities. The cost shall be paid through the EPA approved user charge system.

XI. GENERAL.

A. Maintenance of Records.

Both entities shall make available to each other or the Washington State Auditor or other federal or state agency or their respective duly authorized representatives, at any time during their normal business hours, all records, books or pertinent information which each party shall have kept in conjunction with this agreement.

B. Assignment.

Both parties hereto agree that neither may assign any interest in the agreement without the express written consent of the other party.

C. Waiver.

No officer, employee or agent or otherwise of the City or County have the power, right or authority to waive any of the conditions or provisions of this agreement. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either the County or City to enforce any time any of the provisions of this agreement or to require at any time performance by the other of any provision hereto shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this agreement or any part hereof, or the right of either to hereafter enforce each and every such provision.

D. Notices.

All notices called for or provided for in this agreement shall be in writing and must be served on any of the parties either personally or by registered mail, return receipt requested, at their respective addresses hereinabove given. Notices sent by registered mail shall be deemed served when deposited in the United States mail postage prepaid.

E. Headings.

The article headings in this agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to and shall not be deemed to define, limit or extend the scope or intent of the captions to which they appertain.

F. All Writings Contained Herein.

This agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

XII. PERIOD OF AGREEMENT.

A. Duration. This agreement shall be of indefinite duration except as provided herein.

B. Amendment. Modification or amendment of the agreement shall not occur without the concurrence of the parties.

C. Termination. This agreement may not be terminated without the concurrence of both parties except as provided herein.

D. In the event the County is unable to obtain firm financial commitments for meeting the first five year goal set forth in the approved CWMP, or a modified phased program thereof, by January 1, 1983, this agreement shall terminate automatically.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers on the 22 day of December, 1980.

SPOKANE COUNTY, WASHINGTON

By Jerry C. Kopet  
Chairman

Harry M. Larned  
Ronald Christensen

Attest: Clerk of the Board

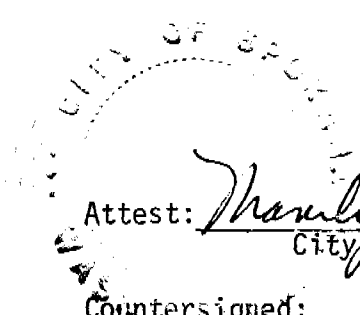
By Deanne Montague  
Deputy

Approved as to Form:

Prosecuting Attorney

By James Mason  
Chief Civil Deputy

CITY OF SPOKANE



By Terry L. Wank  
City Manager

Attest: Therilyn J. Montgomery  
City Clerk

Countersigned:  
Victor J. Cole  
Director of Finance

Approved:  
[Signature]  
Assistant Corporation Counsel

